# CH \$765.00 772024

ETAS ID: TM384618

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		05/17/2016	Corporation: MARYLAND

#### **RECEIVING PARTY DATA**

American Academy Holdings, LLC			
2480 South 3850 West, Suite B			
Salt Lake City			
UTAH			
84120			
Limited Liability Company: NORTH CAROLINA			
HM Holdings, LLC			
2480 South 3850 West, Suite B			
Salt Lake City			
UTAH			
84120			
Limited Liability Company: DELAWARE			
American Society of Health Informatics Managers, Inc.			
2480 South 3850 West, Suite B			
Salt Lake City			
UTAH			
84120			
Non-Profit Corporation: UTAH			

#### **PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Serial Number:	77202480	CERTIFIED PROFESSIONAL CODER
Serial Number:	77205476	CERTIFIED PROFESSIONAL CODER
Serial Number:	77201586	CERTIFIED PROFESSIONAL CODER
Serial Number:	77201984	CPC
Serial Number:	77201743	CPC
Serial Number:	77201987	СРС-Н
Serial Number:	77201831	СРС-Н

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Property Type	Number	Word Mark
Serial Number:	77201969	CPC-P
Serial Number:	77201956	CPC-P
Serial Number:	77523248	CIRCC
Serial Number:	77523287	CIRCC
Serial Number:	77523258	CIRCC
Serial Number:	77578994	
Serial Number:	77777944	CPCD
Serial Number:	77779314	CERTIFIED PROFESSIONAL CODER IN DERMATOL
Serial Number:	77463641	CERTIFIED PROFESSIONAL MEDICAL AUDITOR
Serial Number:	85065350	СРМА
Serial Number:	77578299	AMERICAN ACADEMY OF PROFESSIONAL CODERS
Serial Number:	77848278	AMERICAN SOCIETY OF HEALTH INFORMATICS M
Serial Number:	77848311	ASHIM
Serial Number:	77848361	
Serial Number:	77848367	CERTIFIED HEALTH INFORMATICS SYSTEMS PRO
Serial Number:	77848419	CERTIFIED HEALTH INFORMATICS SYSTEMS PRO
Serial Number:	77848381	CHISP
Serial Number:	77800887	СМАР
Serial Number:	77808472	CHOC
Serial Number:	77202565	CERTIFIED PROFESSIONAL CODER
Serial Number:	77202531	CPC
Serial Number:	77202585	CPC-H
Serial Number:	77202606	CPC-P

### **CORRESPONDENCE DATA**

**Fax Number:** 9198294296

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 9198294296

Email: tmgroup@hutchlaw.com

Correspondent Name: Trevor P. Schmidt

Address Line 1: 3110 Edwards Mill Road

Address Line 2: Suite 300

Address Line 4: Raleigh, NORTH CAROLINA 27612

ATTORNEY DOCKET NUMBER:	ACAD.133
NAME OF SUBMITTER:	Trevor P. Schmidt
SIGNATURE:	/Trevor P. Schmidt/
DATE SIGNED:	05/17/2016
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Total Attachments: 3

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# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of this 17<sup>th</sup> day of May, 2016 between American Academy Holdings, LLC a North Carolina limited liability company ("Grantor"), and Ares Capital Corporation in its capacity as collateral agent for the lenders party to the Credit Agreement (defined below) ("Grantee"):

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of June 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the lenders party thereto and Grantee, as administrative agent; and

WHEREAS, pursuant to the Grant of Security Interest in Trademark Rights dated March 18, 2011 and recorded with the Trademark Division of the United States Patent and Trademark on March 25, 2011, at REEL 4506, FRAME 0023, as amended and restated by the Amended and Restated Grant of Security Interest in Trademark Rights dated June 27, 2014, and recorded with the Trademark Division of the United States Patent and Trademark Office on June 27, 2014, at REEL 5311, FRAME 0204 (collectively, the "Security Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement), Grantor granted to the Grantee a continuing security interest in the Trademark Collateral; and

WHEREAS, Grantor has fully satisfied its obligations underlying the security interests reflected in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee, without recourse, representation or warranty and at Grantor's sole cost and expense, hereby:

- (i) terminates the Security Agreement and cancels and releases all of its right, title and interest in and to the security interests in, and right of setoff against, the Trademark Collateral granted to Grantee pursuant to the Security Agreement, including, without limitation, each of the Trademarks set forth on Exhibit A attached hereto and incorporated herein by reference and the registrations thereof and applications therefor, as applicable, and
- (ii) re-assigns, grants, transfers and conveys all of its right, title and interest in and to the Trademark Collateral to Grantor.

Grantee hereby acknowledges that it no longer claims any rights, title or interest in the Trademark Collateral and other property rights identified therein. Grantee agrees to provide Grantor with any information and additional authorization necessary to effect the release of Grantee's security interest in the released Trademark Collateral and to take all further actions and provide to Grantor and its legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instructions reasonably requested by Grantor to more fully and efficiently effectuate the purposes of this Release). Grantee hereby authorizes Grantor and its agents, attorneys and other designees to file this Release with the United States Patent and Trademark Office.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantee has duly executed this Agreement as of the date first written above.

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Name:

— <del>Mifehell Goldstein –</del> Authorized Signatory Title:

# **EXHIBIT A**

# Trademark Collateral

Mark	Application	Application	Registration	Registration
	Number	Date	Number	Date
7ATLIS	86121559	11/18/13	4728569	4/28/15
CANTA HEALTH	86140824	12/11/13	N/A	N/A
CERTIFIED PROFESSIONAL BILLER (CPB)	85850872	2/15/13	4460184	12/31/13
CPCO	85659223	6/22/12	4285983	2/5/13
CPPM	85537326	2/8/12	4315729	4/9/13
CPMA	85065350	6/17/10	3913961	2/1/11
AMERICAN SOCIETY OF HEALTH	77848278	10/14/09	3833182	8/10/10
INFORMATICS MANAGERS				
ASHIM	77848311	10/14/09	3829594	8/3/10
Design Only	77848361	10/14/09	3994534	7/12/11
CHISP	77848381	10/14/09	3829595	8/3/10
CERTIFIED HEALTH INFORMATICS SYSTEMS	77848419	10/14/09	3924299	2/22/11
PROFESSIONAL				
CERTIFIED HEALTH INFORMATICS SYSTEMS	77848367	10/14/09	3932946	3/15/11
PROFESSIONAL				
CHOC	77808472	8/19/09	N/A	N/A
CMAP	77800887	8/10/09	N/A	N/A
CERTIFIED PROFESSIONAL CODER IN	77779314	7/13/09	3874441	11/9/10
DERMATOLOGY				
CPCD	77777944	7/9/09	3880943	11/23/10
AMERICAN ACADEMY OF PROFESSIONAL	77578299	9/25/08	3638314	6/16/09
CODERS				
Design Only	77578994	9/25/08	3634417	6/9/09
CIRCC	77523248	7/16/08	3600034	3/31/09
CIRCC	77523258	7/16/08	3684188	9/15/09
CIRCC	77523287	7/16/08	3687194	9/22/09
CERTIFED PROFESSIONAL MEDICAL	77463641	5/1/08	3596815	3/24/09
AUDITOR				
CERTIFIED PROFESSIONAL CODER	77205476	6/13/07	3649262	7/7/09
CERTIFIED PROFESSIONAL CODER	77202480	6/11/07	3417247	4/29/08
CPC	77202531	6/11/07	3378268	2/5/08
CERTIFIED PROFESSIONAL CODER	77202565	6/11/07	3417248	4/29/08
СРС-Н	77202585	6/11/07	3378271	2/5/08
CPC-P	77202606	6/11/07	3378273	2/5/08
CERTIFIED PROFESSIONAL CODER	77201586	6/8/07	3417245	4/29/08
CPC-P	77201956	6/8/07	3378243	2/5/08
CPC-P	77201969	6/8/07	3378245	2/5/08
CPC	77201984	6/8/07	3375778	1/29/08
СРС-Н	77201987	6/8/07	3375779	1/29/08
CPC	77201743	6/8/07	3417246	4/29/08
СРС-Н	77201831	6/8/07	3378238	2/5/08

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**RECORDED: 05/17/2016**